



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR; OPC; MND; MNR; FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent and damages; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony at the Hearing.

The Landlord testified that she hand delivered the Notice of Hearing documents to the Tenant on December 4, 2013, at the rental unit.

Preliminary Matter

At the outset of the Hearing, the Landlord stated that she was present at a hearing on January 22, 2014, which was the Tenant's application to cancel a Notice to End Tenancy for Landlord's Use. She stated that the Tenant did not sign into the hearing and therefore the Tenant's application was dismissed. The Landlord asked for, and was provided with, an Order of Possession.

The Tenant stated that he was under the impression that his Application and the Landlord's Application were both being heard today.

I explained to the parties that a decision had been made and that I could not change an Order of the Director. I advised the parties about the provisions of Section 79 of the Act.

The tenancy is over and therefore the Landlord's request for an Order of Possession is dismissed.

Issues to be Decided

- Is the Landlord entitled to a monetary award for unpaid rent and garbage removal?

Background and Evidence

This tenancy started on June 1, 2013. Monthly rent was \$375.00, due on the first day of each month. The Tenant did not pay a security deposit or a pet damage deposit.

The Landlord testified that she issued a One Month Notice to End Tenancy for Cause on October 30, 2013, and served the Tenant with the Notice on the same day. The Notice was for repeated late payment of rent; significantly interfering with or unreasonably disturbing another occupant or the Landlord; and causing extraordinary damage to the rental unit.

The Landlord testified that the Tenant has paid rent for December since she filed her Application for Dispute Resolution, but that he only paid \$200.00 for January rent. The Landlord seeks a monetary award for \$175.00 for unpaid rent and \$200.00 for disposing of the Tenant's garbage. The Landlord stated that she has not disposed of the Tenant's garbage yet.

The Tenant agreed that he owes \$175.00 for January, 2014.

Analysis

Based on the testimony of both parties, I find that the Landlord is entitled to unpaid rent for the month of January, 2013, in the amount of **\$175.00**.

The Tenant has not yet moved out of the rental unit and still has the opportunity to remove all of his belongings and garbage from the rental property. The Landlord does not yet know how much work, if any, will be required. Therefore, I dismiss this portion of the Landlord's claim, **with leave to reapply**.

The Landlord's claim had merit and I find that she is entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of **\$225.00** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

The Landlord's application for damages is **dismissed with leave to reapply**.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 03, 2014

Residential Tenancy Branch

